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6-25-1989

Acme Markets, Inc. and United Food and Commercial Workers, AFL-CIO, Local 72 (1989)

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Acme Markets, Inc. and United Food and Commercial Workers, AFL-CIO, Local 72 (1989)

Location

PA

Effective Date

6-25-1989

Expiration Date

6-19-1993

Employer

Acme Markets, Inc.

Union

United Food and Commercial Workers

Union Local

72

NAICS

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Sector

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JUL 17 1990

AGREEMENT

Between

**UNITED FOOD AND COMMERCIAL
WORKERS UNION No. 72**

and

**ACME MARKETS, INC.
FORTY FORT, PENNSYLVANIA**

Effective Date: June 25, 1989

Expiration Date: June 19, 1993

6/93

UFCW LOCAL NO. 72
182 N. PENNA. AVE.
WILKES-BARRE, PA. 18701-3693

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I N D E X

	PAGE NO.
ARTICLE I	UNION. RECOGNITION..... 1
ARTICLE II	UNION SHOP - PAYROLL DEDUCTIONS..... 1, 2, 3
ARTICLE III	HOURS OF WORK AND OVERTIME..... 3, 4, 5, 6, 7
ARTICLE IV	SENIORITY..... 7, 8, 9, 10, 11
ARTICLE V	WORKING CONDITIONS..... 11, 12, 13, 14, 15, 16
ARTICLE VI	SALES REPRESENTATIVES RELATED GUARANTEE..... 16, 17
ARTICLE VII	LEAVES OF ABSENCE..... 17, 18
ARTICLE VIII	JOB DESCRIPTIONS..... 18, 19
ARTICLE IX	DEATH IN FAMILY..... 19, 20
ARTICLE X	NO STRIKE - NO LOCKOUT..... 20
ARTICLE XI	WAGES..... 20
ARTICLE XII	HOLIDAYS..... 21, 22, 23
ARTICLE XIII	VACATION PLAN..... 23, 24, 25, 26, 27
ARTICLE XIV	GRIEVANCE PROCEDURE..... 27, 28, 29
ARTICLE XV	WELFARE..... 29, 30, 31
ARTICLE XVI	PENSION..... 31, 32, 33
ARTICLE XVII	VALIDATING CLAUSE..... 33
ARTICLE XVIII	WORK ENVIRONMENT COMMITTEE..... 33
ARTICLE XIX	DURATION OF AGREEMENT..... 34, 35
	EXHIBIT A/WAGE INCREASES..... 36
	EXHIBIT A-I/WAGES..... 37, 38, 39
	EXHIBIT A SECTION C/CONDITIONS, PREMIUMS AND DIFFERENTIALS..... 40, 41, 42, 43, 44, 45, 46

WILKES-BARRE STORE EMPLOYEES LOCAL 72
June 25, 1989 to and including June 19, 1993

A G R E E M E N T

THIS AGREEMENT made and entered into this 25th day of June, 1989, by and between ACME MARKETS, INC., of Forty Fort, Pennsylvania, hereinafter referred to as the Company, and Local 72 United Food and Commercial Workers Union, AFL-CIO - CLC, hereinafter referred to as the Union.

PURPOSE: Whereas the parties to this Agreement desire to establish and maintain a mutual understanding to create harmonious relations between the Company and the employees, and to abide by this Agreement to settle any and whatever disputes may arise between them, it is therefore understood and agreed by both parties as follows:

Whenever a word is used in the masculine gender, it is intended to and does include both men and women equally.

ARTICLE I UNION RECOGNITION

SECTION 1: -----

The Company recognizes the Union as the sole representative of its Store Employees except Store Supervisors and Associate Store Supervisors in the stores and markets operated in the Company's Region North Division.

SECTION 2: -----

The Company reserves the right to hire its own employees, inclusive of such acceptable applicants as may be obtained through the cooperation of the Union.

ARTICLE II UNION SHOP - PAYROLL DEDUCTIONS

SECTION 1: -----

a. Except as provided in Section 2 immediately below, every employee shall become a member of the Union on or after the thirtieth (30th) day following the commencement of employment or the effective date of this Agreement, whichever is later.

Article II - Union Shop (cont'd.)

- b. Employer agrees to discharge any employee for non-payment of dues and/or initiation fees upon seven (7) days written notice from the Union to do so.

SECTION 2:

a. The provisions of Section 1 above shall be modified in the case of all part-time employees where a sixty (60) day trial period will apply. During the period, seniority will not apply and layoffs can be made at management's discretion.

b. Employees hired after June 25, 1989, in the Service Clerk Classification will only be required to pay Union Dues. When they are upgraded to a General Clerk, they shall pay half of the current assessment for initiation fees. When they are upgraded to a Journeyman Clerk, they shall pay the remaining assessment for initiation fees. These payments will be deducted the first payroll period following their upgrading.

SECTION 3:

All employees who are members of the Union shall maintain their membership during the period of this Agreement.

SECTION 4:

a. The Employer shall check-off uniform initiation fees, and regular union dues upon presentation of a lawful check-off authorization executed by the employee. The Union shall certify to the Employer the amount of regular union dues to be deducted pursuant to the check-off authorization. Said deductions shall be made on a weekly basis and remitted to the Union ten (10) days following the end of the fiscal month.

b. It is further recognized that the Union has a Political Action Committee and is entitled to voluntary contributions to said Committee by its members and bargaining unit personnel. Upon receipt of a proper written authorization from an employee, the Employer agrees to deduct weekly payments in the amount of twenty-five cents (\$.25) or more from the wages of said employee to the Union Political Action Committee. It is understood that any such authorization for payroll deductions shall be voluntary on the part of the employee and may be cancelled in accord with the requirements of law and the terms of the authorization. It is also agreed that such deductions shall be consistent with the payroll procedures of the Employer.

WILKES-BARRE EMPLOYEES LOCAL 72

Article II - Union Shop (cont'd.)

c. Union agrees to indemnify and save the Employer harmless against any and all claims, demands, suits or liability that might arise out of or by reason of action taken or not taken in respect to all deductions made pursuant to the provisions of this Agreement.

ARTICLE III
HOURS OF WORK AND OVERTIME

SECTION 1:

The regular work week for full-time employees shall consist of forty (40) hours to be worked in either, (a) five (5) eight (8) hour days, or, (b) three (3) eight (8) hour days, one (1) short day (five or six hours) and one long day (ten or eleven hours), or, (c) four (4) ten (10) hour days for employees upgraded to full time II after June 22, 1986.

SECTION 2:

Time and one-half (1-1/2T) the employees regular straight time hourly rate shall be paid to all employees for work performed over eight (8) hours per day except as otherwise provided, and to full-time employees for work in excess of forty (40) hours per week, and to part-time employees for work in excess of thirty-five (35) hours per week.

SECTION 3:

- a. The Employer may schedule full-time employees hired before June 30, 1980, to work one (1) night in a week beyond 6:00 P.M. at their regular straight-time rate, whether or not the store is open for business after 6:00 P.M. Work beyond 6:00 P.M. on any other night in a week shall be compensated at time and one-half (1-1/2T) the regular straight-time hourly rate and shall be scheduled outside of such employee's regular forty (40) hours.
- b. The Employer may schedule employees hired or reclassified as full-time employees after June 30, 1980 and before June 22, 1986, to work two (2) nights in a week beyond 6:00 P.M. at their regular straight-time rate, whether or not the store is open for business after 6:00 P.M. Work beyond 6:00 P.M. on any other night in a week by a full-time employee shall be compensated at time and one half (1-1/2T) the regular straight-time hourly rate and shall be scheduled outside of such employee's regular forty (40) hours.

WILKES-BARRE EMPLOYEES LOCAL 72

Article III - Hours & Overtime (cont'd.)

Section 3 - (cont'd.)

- c. The Employer may schedule employees hired and or reclassified as full time II after June 22, 1986 to work any number of nights in a week beyond 6:00 p.m. at their regular straight-time rate, whether or not the store is open for business after 6:00 p.m.

It was agreed that Sunday will be part of the work week for employees upgraded to Full Time II status after June 22, 1986.

- d. However, a full-time employee who held a full-time position prior to June 30, 1980, reduced to part-time through no fault of his own and is later restored to full-time status, shall be permitted to work one (1) night at the straight-time rate as provided in paragraph "a" above.
- e. For purposes of this section, time worked after 6:00 P.M. on Sunday by full-time employees shall not be considered as the employees' straight-time night or nights as defined in paragraph "a and b" above, except for employees hired or reclassified as full time after June 22, 1986.

SECTION 4:

-
- a. Full-time employees working after 6:00 P.M. on New Year's Eve or Christmas Eve shall be compensated at double time (2T) the employee's straight-time rate of pay; such employees working from 12:01 A.M. to 12:00 midnight on Sunday shall be compensated at time and one-half (1-1/2T) for all time so worked.
 - b. Sunday and Holiday work, if available, may be rotated among employees on a voluntary basis.

An employee who does not work a scheduled Sunday or Holiday shall forfeit his or her next scheduled Sunday or Holiday assignment.

Should all employees refuse to work on a Sunday or Holiday, employees on the Sunday or Holiday rotation list with the least seniority will be required to work.

The Employer agrees to maintain two separate lists, one for Meat Department employees and one for the balance of the store for full and part-time employees, for the rotation of said Sunday and Holiday work.

Article III - Hours & Overtime (cont'd.)

Section 4 (cont'd.)

- c. During the term of this agreement present full-time employees shall not lose opportunity for Sunday work; also, parties agree number of full-time employees assigned to work Sunday in each store will not change, unless an insufficient number of full-time employees are not available to work Sunday.

SECTION 5:

Excepting those working on a regular night shift, all employees working prior to 4:00 A.M. shall be compensated at time and one-half (1-1/2T) the regular straight-time hourly rate for all time so worked.

SECTION 6:

If any employee is required to work outside of his regular schedule, he shall not be required to take time off from that schedule in order to avoid overtime, except as provided in Article V, Section 5.

SECTION 7:

There shall be no split shift schedule for regular full-time employees. Part-time employees may be scheduled on a split shift only on mutual agreement between individual employee and management.

SECTION 8:

Nothing in this Agreement shall be construed as providing for super-imposing daily and weekly overtime.

SECTION 9:

Any full-time employee required to work beyond his scheduled quitting time shall be paid time and one-half for work performed beyond that quitting time; however, if an employee is regularly scheduled to work on a bona fide night shift, he shall be paid his regular straight-time rate plus the night shift differential of fifty-cents (\$.50) per hour for all hours so worked.

SECTION 10:

A night shift may only be scheduled between the hours of 8:00 P.M. and 1:00 A.M., except in cases of emergency. This section shall in no way prevent work after 6:00 P.M. as provided for in Section 3 of this Article.

WILKES-BARRE EMPLOYEES LOCAL 72

Article III - Hours & Overtime (cont'd.)

SECTION 11:

Premium pay provisions do not apply to part-time employees except that:

- a. For all part-time employees hired before June 22, 1986, time and one-half (1-1/2T) shall be paid for hours worked on all holidays.

For employees hired after June 22, 1986, and subsequently classified in following classifications the premium for work performed on holidays they are eligible to celebrate shall be as follows:

Part-Time Journeyman Clerk/Weigher-Wrapper/Cashier	\$1.00/hr.
General Clerk	.75/hr.
Service Clerk	.25/hr.

- b. For all part-time employees hired before June 22, 1986, time and one-half (1-1/2T) shall be paid for hours worked on Sunday in accordance with Article III, Section 4.

For employees hired after June 22, 1986, and subsequently classified in following classifications, premium for work performed on Sunday, in accordance with Article III, Section 4, shall be as follows:

Part-/time Journeyman Clerk/Weigher-Wrapper/Cashier	\$1.00/hr.
General Clerk	.75/hr.
Service Clerk	.25/hr.

- c. Time and one-half (1-1/2T) shall be paid for hours worked prior to 4:00 a.m. in accordance with Article III, Section 5.
- d. Time and one-half (1-1/2T) shall be paid for hours in excess of thirty-five (35) hours per week in accordance with Article III, Section 2.

SECTION 12:

- a. Schedules for the week shall be posted by 5:00 P.M. Friday of the week preceding, any requests for changes must be submitted to the Store Supervisor by the preceding Tuesday. The Steward will be given a copy of the schedule at the time of posting, he/she must notify the Store Supervisor of any problems with the schedule within two days of posting.

Article III - Hours & Overtime (cont'd.)

Section 12 (cont'd.)

- b. Except in the case of emergency (such as an Act of God) or employee absence, any change from posted work schedules shall be compensated at time and one-half unless the employee is notified of the change by 5:00 P.M. Friday of the week preceding the change; however, there shall be no restriction or premium compensation involved where additions are made to the schedule.
- c. Full-time employees shall be given seven (7) calendar days notice of any change in their predesignated day off, except in case of bona fide emergencies as stated above. Other changes may be made in part-time schedules by mutual agreement of the Company, Union and the employee involved.

ARTICLE IV
SENIORITY

SECTION 1:

- a. In order to obtain the most qualified employees for promotions, during the term of this Agreement, the Employer will establish a list of qualified employees with potential who are willing to accept advancement to another classification. The Union will be given the opportunity to review this list for additional input. When an opening occurs employees from this list will be considered to fill the position. In the case of all promotions the Employer reserves the right to appoint the employee with the most potential. If qualifications, availability and potential are equal then the most senior employee will be promoted.

The Employer will make every effort to promote employees within the following marketing areas - Northern Area (Tioga, Bradford, Susquehanna Counties - Store Nos. 5541, 5547, 5548, 5644, 5646, 5656, 5645) Western Area (Union, Clinton, Columbia, Northumberland, Montour, Snyder, Lycoming Counties - Store Nos. 5608, 5670, 5672, 5673, 5690, 5692, 5693, 5685, 5564), Scranton/Wilkes Barre Area (Lackawanna, Luzerne, Wayne - Store Nos. 5503, 5527, 5533, 5537, 5562, 5607, 5609, 5629, 5650, 5674, 5679, 5680, 5681, 5682, 5610, 5615, 5676, 5678, 5686, 5687, 5689, 5691), Hazelton/Pottsville Area (Carbon, Schuylkill, Columbia, Stores Nos. 5531, 5506, 5516, 5524, 5526, 5535, 5539, 5540, 5550, 5661, 5684, 5501, 5509, 5601, 5675, 5683).

WILKES-BARRE EMPLOYEES LOCAL 72

Article IV - Seniority (cont'd.)

Section 1 (cont'd.)

If an employee refuses a promotion within his/her marketing area, he/she will not be afforded the opportunity for another promotion for a period of twelve (12) months.

In the case of all promotions, there will be a ninety (90) day probationary period.

- b. Seniority shall be calculated from last date of hire.
- c. For the purpose of determining increases within rate ranges, an employee shall be credited for a full week's seniority for any part of a week worked.

SECTION 2:

A promotional survey will be conducted in each store on an annual basis by the Employer to provide an opportunity for all part-time employees to indicate their desire for advancement to a full-time position.

The most senior part-time employee will be given the opportunity for advancement to full-time positions provided they are qualified to perform the duties of the classification, or employee must be offered the opportunity to receive training to perform the duties of the classification.

Promotions will be as follows: Part-Time Journeyman Clerk to Full-Time Night Journeyman Clerk; Full-Time Night Journeyman Clerk to Full-Time Day Journeyman Clerk.

If an employee refuses a full-time position in a store twenty-five (25) miles or less from his home store then he/she will not be afforded the opportunity for upgrading for a period of up to twelve (12) months and/or when a new survey is completed.

SECTION 3:

Employees laid off and subsequently rehired by the Employer within six (6) months of the lay off date shall retain their former seniority. Full-time employees absent on account of ill health shall retain their seniority for a period of twenty-four (24) months from their last day of work. Part-time employees absent on account of ill health shall retain their seniority for a period of six (6) months from their last day of work.

Article IV - Seniority (cont'd.)

SECTION 4:

The Company agrees to furnish the Union each contract year with a separate seniority list of all employees indicating their employment date.

SECTION 5:

- a. In the case of layoff, seniority and ability to do the job(s) in question shall be considered with seniority ruling where ability is equal.

First Grocery Clerks, First Produce Clerks, Head Meat Cutters, Night Shift Heads and First Meat Cutters shall not be subject to bumping except, in the event of a layoff or reduction in hours, in which case seniority and ability to do the job(s) in question shall be considered with seniority ruling where ability is equal, and in cases of store closing due to fire or flood.

- b. In order for bumping to occur, a bona fide job opening (defined to mean: an opening created by quit, discharge or retirement) must exist. Bumping may also occur in the case of layoff.
- c. Union will notify the Company three (3) days in advance of proposed bumping where such is across departmental lines. The bumping employee must be qualified to do the new job.
- d. The provisions of this section does not apply in the case of new store openings until the store has been opened for sixty (60) days.

SECTION 6:

- a. When there is a reduction or layoff in the work force, Company seniority shall govern and a qualified employee with seniority on day shift shall have the right to displace the least senior employee of the same job classification on day shift within first, the store, then within a twenty-five (25) mile radius of the store.
- b. If there is no junior employee within a twenty-five (25) mile radius, then such employee shall have the right to either displace the nearest day shift junior employee working in the same job classification in a store outside the twenty-five (25) mile radius or displace the least senior employee working within a twenty-five (25) mile radius in either department (1) Meat, (2) Grocery-Produce, in a classification with the same or a lower authorized rate.

WILKES-BARRE EMPLOYEES LOCAL 72

Article IV - Seniority (cont'd.)

Section 6 (cont'd.)

- c. If no day shift opportunity is available as set forth above, the employee shall have similar rights insofar as a job on the night shift is concerned.
- d. The junior employee so displaced shall have the same job rights until all possibilities have been exhausted.
- e. The Company will inform the Union at least one (1) week in advance of proposed layoffs; should Company fail to provide such notice, employee shall be compensated one (1) week's normal straight-time pay (or appropriate pro rata fraction thereof) for the week (or fraction thereof) not included in advance notice.
- f. Employees laid off shall be the first to be rehired in order of their seniority provided they possess the necessary qualifications to do the jobs available. Written notice of recall shall be sent to employee with copy to Union office. If employee does not answer within five (5) days, the Company has no further obligation.

SECTION 7:

Any employee returning from the military service shall be put back on the regular job he had when leaving for military service subject to the provisions of the Universal Military Training and Service Act, provided he/she can reasonably perform the functions of the position, with all across-the-board increases or less any across-the-board deductions that may have become effective during his/her absence. Because on-the-job experience and application are the predominating factors in upgrading within a rate range, military service itself will not qualify an employee for automatic promotion within such rate range, but same shall be based on payroll service only.

SECTION 8:

a. It is understood that stewards of the Union shall at all times be full-time day shift employees and shall be the last to be laid off in any case, subject to their ability to perform the job in question. The Union shall furnish the Company with a complete list of stewards which shall be supplemented from time to time as may be necessary.

WILKES-BARRE EMPLOYEES LOCAL 72

Article IV - Seniority (cont'd.)

b. Effective June 26, 1989, Full-Time Shop Stewards shall be entitled to eight (8) hours of leave in each calendar year with pay for Shop Steward Training and Education. The Union must notify the Employer at least two (2) weeks in advance thereof. The Shop Steward must upon returning from the leave present the Store Supervisor with written evidence from the Union that the Steward has used the leave for the purpose for which the leave was intended.

SECTION 9: Employees Promoted Out of Bargaining Unit

- a. Employees promoted out of the bargaining unit shall be subject to a probationary period of six (6) calendar months.
- b. An employee demoted prior to expiration of six (6) month trial period may be returned to his former position at which time other employees advanced by reason of the original promotion will be correspondingly demoted.
- c. Non-union personnel returning to bargaining unit after six (6) calendar months must take up clerk classification for six (6) months prior to qualifying for following "key" positions:
 - Head Meat Cutter
 - First Grocery Clerk
 - First Produce Clerk
 - Night Shift Head
 - First Meat Cutter
- d. Where a non-union employee returns to the bargaining unit, he shall be, for a period of nine (9) months, the first to be laid off in the store to which he is assigned.

ARTICLE V
WORKING CONDITIONS

SECTION 1: Meal, Relief Periods

- a. Except in the case of emergency, all employees must take their regular scheduled lunch and supper periods.
- b. Employees scheduled to or working more than six (6) hours in a work day shall receive two (2) daily rest periods of fifteen (15) minutes each without loss of pay, one rest period to be in the second half of the work day as near as possible to the middle of the shift, employees working six (6) hours or less in a work day shall receive one (1) fifteen (15) minute rest period as near as possible to the middle of their shift.

Article V - Working Conditions (cont'd.)

SECTION 2: Guaranteed Hours of Work

- a. The Company agrees that all full-time employees shall be guaranteed at least seven (7) hours work per day when such employees are ordered to report for work, except as provided for below. This clause does not apply to the employee's short day.
- b. All full-time employees shall be guaranteed four (4) hours work on Sunday when such employees are ordered to report for work.
- c. If ordered to report for work, a part-time employee who is available for and remains at work will receive four (4) hours work a day; in a week in which such employee is ordered to work, he will be assured of fifteen (15) hours work. If an employee cannot meet a portion of his weekly schedule he/she will not be afforded the opportunity to bump for additional hours; however, he will be permitted to work the remainder of his scheduled hours.

SECTION 3: Transfers; Work in More than One Store

- a. In the event an employee is required to work in more than one store in the same day, he or she shall be granted a lunch period and shall be reimbursed for the necessary transportation. The time required for travel between the two stores shall be included as a portion of the employee's work day.
- b. Employees required to take temporary transfer shall be paid the actual increased costs involved for public transportation, or mileage at the rate of eighteen cents (\$.18) per mile, board and lodging shall not exceed the necessary reasonable amounts. Parties agree employees will not be transferred for punitive reasons.
- c. (1) Permanent transfers must be agreeable to the employees and the Union.
(2) It is agreed that consideration will be given to transfers when special circumstances arise which demonstrate the practicability of such transfers.
- d. All provisions of this contract shall pertain to Union members who accept temporary transfers to non-union jobs.

Article V - Working Conditions (cont'd.)

SECTION 4: Uniforms

The Company agrees to furnish all uniforms that it requires to be used by employees covered by this Agreement. It shall launder all such uniforms except those of the "drip dry" type which shall be laundered by the employees to whom they are supplied.

SECTION 5: Jury Duty

Regular full-time employees actually serving on juries shall receive the difference between straight-time weekly basic pay and the amount received while on Jury Duty. They will work their regular schedule at times when the jury is not in session, with the exception of night shift employees who shall not be required to work their shift following a day in which they actually serve on the jury. This provision shall apply to a maximum of thirty (30) working days per calendar year.

SECTION 6: No Discrimination

There shall be no discrimination against any employee because of Union membership. It is agreed that Union duties and activities shall not be carried on during hours of work or on Company premises, However, this shall not prevent Union officials from entering stores to satisfy themselves that this Agreement is being observed.

SECTION 7: Duty of Employees

Union agrees that employees will be in the store, in uniform, and ready to work at the scheduled starting time. Employees will stay until scheduled work day is completed and/or until all perishables are satisfactorily stored.

SECTION 8: Maintenance Work

Employees shall not be required to do maintenance work of a serious nature. Their duties shall be confined to the cleaning and oiling of mechanical equipment, de-icing of food cabinets, and similar duties which cannot be construed as work normally done by maintenance mechanics.

SECTION 9: Unsatisfactory Service

Company will give adequate notification to employees whose performance is unsatisfactory with a view toward attempting to correct same. Procedure shall be: (a) Counselling, (Union Steward will be advised of the problem at this step) (b) Verbal Warning, (c) First Written Notice, (d) Second and final Written Warning.

Article V - Working Conditions (cont'd.)

SECTION 10: Night Shift Conditions

- a. No night shift will be scheduled on Christmas Day, Thanksgiving Day, New Years day; or the mornings following Christmas Day, before 5:00 a.m.

By mutual agreement the night shift may be scheduled Thanksgiving, Christmas Day, New Years night from one half-hour before store closing time but not later than 1:00 a.m. of the following day.

- b. Where management requires a change in personnel from day to night shift in a given store, seniority within that store and in all stores within a ten (10) mile radius of that store will be considered in the assignment of employee(s) to the night shift with the most junior employee(s) being obligated to accept such assignments.

SECTION 11: Overtime Assignment

Any errors in overtime assignment shall be corrected through the assignment of future overtime so as to give the employee concerned treatment at least as favorable as he would have received if the error had not been made. The employee concerned shall be offered the next overtime work opportunity within his job classification not later than two (2) weeks after the original error is called to management's attention.

SECTION 12: Full-Time/Part-Time Conditions

- a. A regular full-time employee is defined as one who is regularly scheduled to work forty (40) hours per week as defined in Article III, Section I.
- b. A part-time employee is defined as one who works thirty-five (35) hours or less per week. Time and one-half (1-1/2T) shall be paid to all part-time employees for all hours worked in excess of thirty-five (35) hours per week.
- c. In the event a full-time employee, including a full-time II employee, is reduced to a part-time classification through no fault of their own, such employee will retain the full-time hourly rate of pay and all other benefits they would have received had they not been reduced to part time for a period not to exceed twenty-four (24) months.

WILKES-BARRE EMPLOYEES LOCAL 72

Article V - Working Conditions (cont'd.)

Section 12 (cont'd.)

Any employee who was reduced to a part-time classification through no fault of their own prior to June 26, 1989, shall continue to receive the full-time wages and benefits as provided for under the preceding Collective Bargaining Agreement.

- d. A temporary full-time employee (i.e. vacation fill-ins, fill-ins due to sickness, school and college students available for full-time work only during summer months) will receive part-time hourly rate upon reduction from temporary full-time to part-time status.
- e. Where a part-time employee notifies the Company in writing by April 1st that he/she will be available for continuous full-time work after June 30th, then such employee shall take precedence over any new full time employee hired on or after April 1st of that particular year. The Division Personnel Manager shall make the final decision regarding the application of this Section.
- f. A part-time employee may utilize seniority for available part-time hours within his/her classification up to thirty-five (35) hours in his/her store contingent upon the requirements of the business and the ability of the individual employees to perform the available work.
- g. If a part-time employee works more than thirty-five (35) hours in any one week for four (4) or more consecutive weeks, then a full-time position will be established. If a more senior employee is awarded the position, then the employee will revert back to their previous classification that would include rate of pay and other benefits.
- h. The most senior part-time employee will be scheduled for the most hours within his/her classification and within the definition of part-time.
- i. A part-time Journeyman Clerk/Weigher-Wrapper/Cashier employee may utilize seniority to achieve a forty (40) hour position within his/her classification provided the hours are available on the schedule.

Article V - Working Conditions (cont'd.)

SECTION 13: Miscellaneous Conditions

-
- a. No member of the Union shall suffer a reduction in wages or vacation time as a result of the signing of this Agreement.
 - b. In an instance where a physical examination or health permit is required by the Company or by local government, all expense attached to same shall be borne by the Company.
 - c. An employee on the job shall be paid in full for all straight-time hours scheduled on the day of injury.
 - d. Head Grocery Clerks and First Meat Cutters will replace Store Supervisors and Head Meat Cutters respectively for vacation and/or illness at the option of the Company. Replacement requirements shall be on the basis of forty (40) hours per week for the Head Meat Cutter and forty-four (44) hours per week for the Store Supervisor replacement.
 - e. Employee shall not be compelled to take a lie detector test under any circumstances without prior approval of the Union and employee affected. Should employee voluntarily submit to a test, they must have a witness present, preferably the Union Steward or Business Representative. The refusal of the Union or the employee affected to submit to such examination shall not be cause for discipline or discharge of any employee.

ARTICLE VI
SALES REPRESENTATIVES
RELATED GUARANTEE

SECTION 1:

The Employer agrees that all work performed in stores and markets in connection with the sale and distribution of its merchandise will be performed only by employees of the Company.

SECTION 2:

The provisions of this Article shall not be construed as restricting sales representative from inspecting any and all merchandise of his company for spoilage, proper rotation or replacement; such representatives may price, mark and stock their own products in markets covered within the jurisdiction of this collective bargaining agreement under the terms and conditions of the Guarantees as set forth below:

Article VI - Sales Representatives (cont'd.)

Section 2 (cont'd.)

1. Employees who were reduced from full-time to part-time will be reinstated to full-time.
2. Part-time employees on layoff and entitled to recall will be reinstated on a normal schedule of hours.
3. Should a reduction of employees be required in any market and those affected by the reduction cannot be placed in another market, then the market where the reduction originated will not permit manufacturer's representatives to price, mark and stock their products until the conditions outlined in paragraphs 1 and 2 above are fulfilled. This does not apply if the person reduced does not exercise his seniority in another market.

The guarantee set forth in this Article is contingent upon there being no conditions such as fires, floods, civil disorder or other catastrophe beyond the Company's control and is applicable only to those employees hired prior to February 14, 1972.

ARTICLE VII
LEAVES OF ABSENCE

SECTION 1:

-
- a. Any employee, member of the Union, who is elected to a full-time position with the Union or who is elected as a delegate or representative to the Union in any Union activity necessitating temporary leave of absence from his employment, shall be granted such leave of absence and shall at the end of his term in the first instance, or at the end of his mission in the second instance, be re-employed at his former wage rate, plus any increase or less any reduction that may have become effective during his absence, and shall retain his seniority standing.
 - b. Such leaves of absence by the joint and mutual consent of both Company and Union may be reviewed and extended for additional periods of one (1) year each, subject to the conditions of Section 1(a) above.

Article VII - Leaves of Absence (cont'd.)

Section S (cont'd.)

- c. In accordance with Company Procedure, an employee may be granted a leave of absence without pay for any reason acceptable and approved by the Company's Personnel Department. This decision shall not be withheld arbitrarily or capriciously.

ARTICLE VIII
JOB DESCRIPTIONS

SECTION 1:

a. Duties of Weighers and Wrappers Employed in Meat Department

The Weigher and Wrapper in self-service markets may be required to take meat, poultry or fish (cut or dressed by a journeyman), weigh it, insert price tags, place in trays or locker boards and enclose all in a cellophane wrapper which will be sealed by him/her.

He/she may be required to place this meat or fish in the self-service case and rotate same in the case. He/she may be required to use a slicing machine for luncheon meats or knife to cut liverwurst, cheese or any other luncheon meat which cannot be run through a slicer.

He/she may, in addition, be required to do all other work in the Meat Department not normally performed by a Journeyman Meat Cutter or apprentice, including cleaning of cases, work tables or any other house cleaning chores required in the Meat Department.

b. Duties of Journeyman Clerk/Cashier

A cashier is an employee whose primary duties are performed at the check-out counter and cash register. When not so engaged, such employee will perform any other duties, as assigned by the store management, within his/her capabilities.

A Journeyman Clerk is an employee whose primary duties are performed in the store wareroom, stocking unloading trucks and at times working at the checkout counter and cash register. When not so engaged, such employee will perform any other duties, as assigned by the store management, within his/her capabilities.

Article VIII - Job Descriptions (cont'd.)

Section 1 (cont'd.)

c. Duties of General Clerks

A General Clerk is an employee whose primary duties are performed in the Specialty Department, snack bar, salad bar, bakery, photo lobby, bulk food, fish hut, cosmetician, international cheese, signs, price changes, filling holes, servicing deli, service fish, general merchandising, shop backs, cardboard, blocking, replenishing display, scan test, general cleaning, work in lower classification.

d. Duties of Service Clerks

A Service Clerk is an employee whose primary duties are limited to front end (cleaning, bagging, filling bag bins, carriages, parcel pickup).

ARTICLE IX
DEATH IN FAMILY

SECTION 1:

-
- a. In case of death of a full-time employee's parent, spouse, or child which requires the employee's absence from his regularly scheduled assignments, the employee shall be granted a leave of absence up to and including five (5) working days with pay.
 - b. In case of death of a full-time employee's brother, sister, mother-in-law or father-in-law which requires the employee's absence from his regularly scheduled assignments, the employee shall be granted a leave of absence up to and including three (3) working days with pay.
 - c. Where the employee's normal time off falls within the three-day period, he/she will be reimbursed at his basic straight-time rate for that portion of time normally scheduled for work but, under no circumstances, shall the application of this clause result in a change in the employee's basic weekly pay.
 - d. In case of death of a part-time employee's parent, spouse, or child which requires the employee's absence from his regularly scheduled assignments, the employee shall be granted a leave of absence up to and including five (5) consecutive working days.

WILKES-BARRE EMPLOYEES LOCAL 72

Article IX - Death in Family (cont'd.)

- e. In the case of death of a part-time employee's brother, sister, mother-in-law or father-in-law which requires the employee's absence from his regularly scheduled assignments, the employee shall be granted a leave of absence up to and including three (3) days consecutive working days.
- f. Part-time employees will be granted the above leave provided they are scheduled to work. Sunday will be excluded from the leave. Under no circumstances shall the application of this clause result in a change in the employee's basic weekly pay.

ARTICLE X -
NO STRIKE - NO LOCKOUT

SECTION 1:

It is mutually agreed by the parties to this Agreement that there shall be no strikes, work stoppages, or lock-outs during the life of this Agreement, and that any differences or misunderstandings which may arise between the parties hereto shall be amicably adjusted by and between the parties themselves except that the provisions of no strike or lockout shall not be binding on either party if the other fails to abide by the decision of an arbitrator.

SECTION 2:

In the event there is a legitimate strike existing in a store or market of the Company, which has been called by a local union and authorized by its parent International Union and has been sanctioned by the International President of the United Food and Commercial Workers Union, AFL-CIO -CLC., members of the Union employed in the Company's store or market where such legitimate and authorized labor dispute is in progress shall not be required to report for work, but shall not be entitled to pay for the days not so worked.

ARTICLE XI
WAGES

See Exhibit "A" - Wage Scales, attached.

ARTICLE XII
HOLIDAYS

SECTION 1:

- a.(1) The Company will pay all regular full-time employees who have completed ninety (90) calendar days of service, straight-time for the following holidays if there is no work to be performed:

New Year's	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

- (2) In addition to the paid holidays enumerated above, all full time employees on payroll as of June 26, 1986, will be granted four (4) personal holidays.

All Full-Time employees on payroll after June 26, 1986, will be granted three (3) personal holidays.

- (3) The personal holidays shall be scheduled not less than two (2) weeks in advance with the mutual consent of both the Company and the employee.

- (4) Holiday pay will include night shift differential where applicable.

- b. The first personal holiday to be taken between January 1st and March 31st. If the employee has not made his selection by February 28th, the Company shall assign the personal holiday with not less than two weeks notice.

The second personal holiday shall be taken between April 1st and July 31st. If the employee has not made his selection by June 30th, the Company shall assign the personal holiday with not less than two weeks notice.

The third personal holiday shall be taken between August 1st and October 31st. If the employee has not made his selection by September 1st, the Company shall assign the personal holiday with not less than two weeks notice.

The fourth personal holiday, where applicable, shall be taken between November 1st and December 31st. If the employee has not made his selection by November 1st, the Company shall assign the personal holiday with not less than two weeks notice.

Article XII - Holidays (cont'd.)

Section 1 (cont'd.).

- c. Eligible employees may use earned personal holidays for absence due to illness for which they will not receive compensation.
- d. Employees must work the scheduled full day before and the scheduled full day after each such holiday to receive holiday pay. Employees shall be deemed to have reported for work if absence on the scheduled full day before and the scheduled full day after such holiday is due to express permission from or action of the Company, and also in the case of certified illness. The employee whose illness extends beyond one (1) holiday shall not be entitled holiday pay for more than the first holiday occurring during that period of illness.

SECTION 2:

For work performed on holidays employees shall be compensated as follows:

- a. All Full Time employees (including employees classified as Full Time II), time and one-half (1-1/2T) employees straight time hourly rate.
- b. All part time employees on payroll June 22, 1986, time and one-half (1-1/2T) employees straight time hourly rate.
- c. All part time employees hired after June 22, 1986, and classified in following classifications for work performed on holidays they are eligible to celebrate.

Part Time Journeyman Clerk/	
Weigher-Wrapper/Cashier	\$1.00/hr.
General Clerk	.75/hr.
Service Clerk	.25/hr.

Holiday work, when required, shall be rotated among employees as specified in Article III, Section 4(b).

SECTION 3:

-
- a. Part-time employees hired up to and including July 1, 1965 are entitled to holiday pay as set forth below provided they average twenty (20) hours per week for four (4) weeks immediately preceding the holiday and provided they have six (6) months continuous service with the Company.

WILKES-BARRE EMPLOYEES LOCAL 72

Article XII - Holidays (cont'd.)

Section 3 (cont'd.)

Part-time employees hired after July 1, 1965 shall be paid four (4) hours holiday pay in lieu of eight (8) hours specified above. All other terms and conditions pertaining to holiday administration shall apply.

- (1) All part time employees on payroll June 22, 1986, following completion of six (6) months of service all holidays defined in paragraph a.(1) of this Article, plus four personal holidays to be scheduled and taken in accordance with conditions noted for full time employees.
- (2) All part time employees hired after June 22, 1986 and classified in following classifications:

Part Time Journeyman Clerk/Weigher-Wrapper/Cashier
all holidays defined in paragraph a(1) of this Article following the completion of six (6) months of service.

General Clerk and Service Clerk - New Years Day,
Fourth of July, Thanksgiving and Christmas Day
following the completion of six (6) months of service.

- b. To be eligible for the holiday pay, all part-time employees must work their last scheduled work day before and scheduled work day after the holiday as provided.

SECTION 4:

In a week which includes any of the holidays noted in Section 1 & Section 3 above, the work week shall be composed of thirty-two (32) hours of work. All work performed in excess of thirty-two (32) hours in such a week shall be compensated at time and one-half(1-1/2T).

ARTICLE XIII
VACATION PLAN

SECTION 1:

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- a. The Company will grant a paid vacation, as set forth under Section 2 and subject to the conditions under Section 3 of this Article to eligible employees covered by this agreement.

WILKES-BARRE EMPLOYEES LOCAL 72

ARTICLE XIII - Vacation Plan (cont'd.)

SECTION 2: TYPES OF VACATIONS GRANTS

Length of Continuous on-the-Job Service	Full-Time Employees	Part-Time Employees
-----	-----	-----
More than three (3) mos. but less than one (1) year on May 1, of the calendar year.	1/12 of week's basic straight time wage for each full month's service prior to May 1.	None
One (1) year or more, but less than three (3) years on May 1 of the calendar year.	One (1) week.	The number of weekly hours normally worked.
Three (3) years or more but less than eight (8) years on Saturday nearest September 30, of the calendar year.	Two (2) weeks.	Twice the number of weekly hours normally worked.
Eight (8) years or more but less than fourteen (14) years on the Saturday nearest September 30 of the calendar year.	Three (3) weeks.	Thrice the number of weekly hours normally worked.
Fourteen (14) years or more but less than twenty (20) years on the Saturday nearest September 30 of the calendar year.	Four (4) weeks.	Quadruple the number of weekly hours normally worked.
Twenty (20) years or more on the Saturday nearest September 30 of the calendar year.	Five (5) weeks.	Five times the number of weekly hours normally worked.

Article XIII - Vacation Plan (cont'd.)

SECTION 3: CONDITIONS

- a. For vacation purposes only, a regular full-time employee is defined as one who is regularly and continuously scheduled to work at least forty (40) hours a week.

(1) For vacation purposes only, a regular part-time employee is one who is regularly scheduled to work less than the normal work week (40) hours.

- b. The "vacation period" shall be defined as that period beginning May 1 and ending on the Saturday nearest September 30, except that the third, fourth and fifth weeks vacation will be scheduled as business operations permit during the "vacation year," i.e., May 1 through the following April 30.

Holiday weeks will not be excluded for the selection of personal holidays and vacations. There will be a limited number of employees in each store who are permitted to schedule personal holidays and vacations during these weeks.

- c. Unused vacation grant may not be carried over to the following vacation year.
- d. All vacation pay shall be calculated on the employee's basic straight-time hourly rate. For purposes of administration, the vacation week will be the same as employee's pay week, i.e., Sunday through Saturday.

(1) If an employee is regularly and continuously scheduled to work on a night shift for which fixed night differential is paid, such differential shall be part of his basic hourly rate for the purpose of computing vacation pay. Night differential does not include premium overtime rates of pay.

- e. Eligible employees who have changed from a part-time to a regular full-time basis, or vice versa, during a vacation year, will be entitled to a vacation grant consisting of the weekly credits earned for part-time work and the monthly credits earned for full-time work during such vacation year as described in Section 2.

Article XIII - Vacation Plan (cont'd.)

Section 3 (cont'd.)

- f. Vacation selection will be granted on a seniority (length of continuous on-the-job service) basis, so far as possible, preference as to dates being given in the order of length of such service. (Vacation schedules must be so arranged as not to interfere with the regular and efficient conduct of the business of the Company)
- g. Unless the business of the Company directs otherwise, vacation grants up to and including two weeks will be taken in consecutive days within the vacation period.
- h. Employees who are eligible for three or more weeks vacation will have the option of scheduling one week of vacation in days; except seven (7) days before a holiday and/or in conjunction with a scheduled vacation.
- i. Employees whose allotted vacation period includes a paid holiday will, at the Company's option, be granted one day's basic straight-time wage or one additional day of vacation in addition to the vacation grant.
- j. Monthly vacation credits do not accrue in the case of:
 - (1) Layoffs of more than thirty (30) days.
 - (2) Student employees, or temporary help hired for peak or seasonal periods.
 - (3) Leave of absence exceeding thirty (30) days.
 - (4) Absence for other reasons except as provided in Paragraph k below.
 - (5) Except as provided by law (see Paragraph k).
- k. Eligible employees absent from work due to non-occupational accident, sickness, or on-the-job (Worker's Compensation) injury for a cumulative period not to exceed six months (6/12) within the vacation year, will nevertheless be entitled to their vacation grant for that particular vacation year. In the event of absence in excess of six months, employees will be entitled to 6/12 of the annual vacation grant, plus an additional 1/12 for each month actively on the job during the vacation year.

Article XIII - Vacation Plan (cont'd.)

Section 3 (cont'd.)

1. (1) Employees entering the U.S. Armed Forces will be paid their earned pro rata vacation grant through the last day of the month of active employment.
 - (2) In compliance with the Selective Service and Training Act, returning veterans who re-enter the Company's service within the vacation period (defined Section 3, Paragraph b) will be paid one-twelfth (1/12th) of the annual vacation grant for each full month on-the-job during the vacation period.
 - (3) Veterans who re-enter the Company's service after the final day of the vacation period (defined Section 3, Paragraph b) will become eligible for their earned vacation grant during the following vacation period as qualified in Section 3, Paragraph b.
 - (4) Company on-the-job service interrupted by induction into the U.S. Armed Forces will be considered as continuous in determining the length of continuous on-the-job service required for eligibility for various types of vacation grants.
- m. In the event the services of an eligible employee are terminated, voluntarily or involuntarily, for any reason whatsoever, except a discharge due to dishonesty, before the vacation earned has been taken, there shall be paid to such employee one-twelfth (1/12th) of the annual vacation grant for each full month worked during the vacation year.

ARTICLE XIV
GRIEVANCE PROCEDURE

SECTION 1:

A grievance is defined as any controversy or dispute arising out of the interpretation of terms or conditions of this Agreement, excepting cases of proven mistakes in the application of wage rates specified in this contract, a grievance, to be considered as such, must be brought to the attention of shop steward and store supervisor within thirty (30) days of its occurrence. Should any grievance arise, it is agreed the following procedure shall be followed:

WILKES-BARRE EMPLOYEES LOCAL 72

Article XIV - Grievance Procedure (cont'd.)

Section 1 (cont'd.)

Matter shall be taken up and an attempt made to adjust it by:

- (1) The shop steward and store supervisor, then
- (2) In the event of failure to adjust the complaint, the Union Business Representative shall then discuss with the Superintendent and/or the District Manager,
- (3) In the event of continued disagreement, the matter shall be referred to the Division Personnel Manager and the Secretary-Treasurer of the Union, and finally
- (4) The Company Labor Relations Officials and appropriate Union Officials and thence, if unresolved,
- (5) To arbitration.

SECTION 2:

At any step in this grievance procedure, the Executive Board of the Local Union shall have the final authority, in respect to its responsibility of representing any aggrieved employee covered by this Agreement, to decline to process a grievance, complaint, difficulty or dispute further if, in the judgment of the Executive Board, such grievance or dispute lacks merit or lacks justification under the terms of this Agreement or has been amicably adjusted or justified under the terms of this Agreement to the satisfaction of the Union Executive Board.

SECTION 3:

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- a. Should the Company and the Union be unable to agree on a grievance which has been processed as set forth above, there shall be a five (5) day limit for either party to submit such grievance to arbitration. The Company and the Union shall then select their respective arbitration committeemen who in turn shall mutually select a third member, who shall be Committee Chairman. If Company and Union Committeemen cannot agree on a third party at the end of a five (5) day period, the American Arbitration Association shall select said Chairman. Five (5) days further will then be allowed for the Committee to hand down a decision which shall be final and binding on both parties.

Article XIV - Grievance Procedure (cont'd.)

Section 3 (cont'd.)

- b. The arbitration Committeemen and Chairman shall have no authority to add to, subtract from, change or modify any provisions of this Agreement, but shall interpret the existing provisions of this Agreement and apply them to the specific facts of the dispute. The parties shall jointly set forth in writing the specific issues to be arbitrated and the Committee shall confine its award to such issues alone. There shall be no work interruption of any kind pending the decision of the Committee Chairman shall be shared equally by the parties hereto.

ARTICLE XV
WELFARE

SECTION 1:

Effective July 1, 1989 through June 30, 1990, the Employer agrees to contribute to the United Food and Commercial Workers Union, Local 72 Welfare Fund on behalf of eligible employees as follows:

- a. Regular full-time and full-time II employees following the completion of thirty days in this classification up to one dollar and sixteen cents (\$1.16) per hour for a maximum of forty (40) straight-time hours per week.
- b. All part-time employees with three (3) or more years of service on June 22, 1986, the sum of up to one dollar and sixteen cents (\$1.16) per hour up to a maximum of forty (40) hours per week.
- c. All part-time employees with less than three (3) years of service on June 22, 1986, following the completion of six (6) months of continuous employment up to eighty-nine cents (\$.89) per hour for a maximum of thirty-five (35) straight time hours per week.
- d. All part-time Journeyman Clerk/Weigher-Wrapper Cashier hired after June 22, 1986, and subsequently upgraded to this classification up to eighty-nine cents (\$.89) per hour for a maximum of thirty-five (35) hours per week following completion of twelve (12) months of service in this classification.

Article XV - Welfare (cont'd.)

Section 1 (cont'd.)

- e. All employees hired after June 22, 1986, and subsequently upgraded to the General Clerk classification up to forty-five cents (\$.45) per hour for a maximum of thirty-five (35) straight time hours per week, following the completion or six (6) months of service in this classification.

Effective July 1, 1990 through June 30, 1991, the employer agrees to increase its contribution up to the following amounts; under same terms and conditions as noted above.

- f. Regular full-time and full-time II employees the sum of one dollar and twenty-six cents (\$1.26) per hour.
- g. All part-time employees with three (3) or more years of service on June 22, 1986, the sum of one dollar and twenty-six cents (\$1.26) per hour.
- h. All part-time employees with less than three (3) years of service on June 22, 1986, the sum of ninety-nine cents (\$.99) per hour.
- i. All employees after June 22, 1986, and subsequently upgraded to General Clerk classification the sum of fifty-five cents (\$.55) per hour.

Effective July 1, 1991 through June 30, 1992, the Employer agrees to increase its contribution up to the following amounts under the same terms and conditions as noted above.

- j. Regular full-time and full-time II the sum of one dollar and thirty-six cents (\$1.36) per hour.
- k. All part-time employees with three (3) or more years of service on June 22, 1986, the sum of one dollar and thirty-six cents (\$1.36) per hour.
- l. All part-time employees with less than three (3) years of service on June 22, 1986, the sum of one dollar and nine cents (\$1.09) per hour.
- m. All employees hired after June 22, 1986, and subsequently upgraded to the General Clerk classification the sum of sixty-five (\$.65) per hour.

WILKES-BARRE EMPLOYEES LOCAL 72

Article XV - Welfare (cont'd.)

Effective July 1, 1992, the Employer agrees to increase its contribution in an amount necessary to maintain benefits.

- n. For the purposes of this section, paid vacations and paid holidays shall be considered as time worked.

SECTION 2:

In cases where the United Food and Commercial Workers Union, Local 72 Welfare Fund is obligated to pay Accident and Health benefits for non-occupational disability of an employee, contributions shall continue to be made of the Fund for the period of the disability up to a maximum of ninety (90) days.

SECTION 3:

It is agreed that if anytime during the term of this Agreement any Employer which participates in the Fund, whose required contributions to the Fund equal ten per cent (10%) or more of the total contributions made by all participating employers withdrawals from the Fund. Then, the employer will have the option to discontinue its participation in the U.F.C.W. Local 72 Health Fund. Employer will then provide equivalent benefits through another source.

It is also agreed that Acme Markets contributions will be used to provide benefits for Acme Markets employees whose benefits will not be affected by insufficient contributions by other employers.

ARTICLE XVI
PENSION

- a. Effective July 1, 1989 through December 31, 1990, the Employer agrees to contribute to the United Food and Commercial Workers Union, Local 72 Pension Fund the sum of sixty-eight and twenty-two hundreds cents (\$.6822) per hour in accordance with the Trust Agreement for each hour worked, including paid vacations and paid holidays, by regular full-time and full-time II employees covered by this Agreement, including those employees referred to in Article V, Section 12(d) of the Agreement, up to a maximum of forty (40) hours each week. Contributions for eligible employees covered by the Company will commence with the first full pay week following the completion of thirty (30) days of continuous full-time employment with the Company.

WILKES-BARRE EMPLOYEES LOCAL 72

Article XVI - Pension (cont'd.)

- b. Effective January 1, 1991 and for the duration of this Agreement the Employer agrees to contribute to the Fund the sum of seventy-five and eight tenths cents (\$.758) per hour for each regular full and full-time II employees under the terms and conditions noted in Paragraph a. above.
- c. Effective July 1, 1989 to and including December 31, 1990, the Employer agrees to contribute to the Fund the sum of eleven and eighty-eight hundredths cents (\$.1188) per hour worked, including paid vacations and paid holidays, by each part time employee classified as a Journeyman Clerk/Weigher-Wrapper/Cashier, up to a maximum of thirty-five (35) hours per week. Contributions for eligible employees covered by the company will commence with the first full pay week following the completion of twelve (12) months of continuous employment in this classification.
- b. Effective January 1, 1991 and for the duration of this Agreement the Employer agrees to contribute to the Fund the sum of thirteen and two tenths cents (\$.132) per worked for each part time employee classified as a Journeyman Clerk/Weigher/Cashier under the same terms and conditions noted in Paragraph c.

SECTION 2

The Trust Agreement and Pension Plan must have the continuing approval of the Internal Revenue Service as an exempt Plan. The Company will not be obligated to make any contributions to the Fund which are not deductible from gross income for Federal Income Tax purposes.

SECTION 3:

Each employee covered by this Agreement shall retire not later than the first day of the calendar month following his seventieth (70th) birthday.

SECTION 4:

It is the present intention of the parties that the Plan of Pension benefits will be so determined with the advice of an actuary that the contributions will be sufficient - (1) to meet such reasonable expenses as may be incurred in the development and operation of the Plan, (2) to meet the current costs of benefits accruing under the Plan, and (3) ultimately to fund the past service costs within a period of thirty (30) years.

WILKES-BARRE EMPLOYEES LOCAL 72

Article XVI - Pension (cont'd.)

SECTION 5:

It is agreed that all matters involving pensions not specifically set forth herein shall be determined by the provisions of the Trust Agreement governing the Plan.

ARTICLE XVII
VALIDATING CLAUSE

The parties hereto agree that, should any Article, part or paragraph of this Agreement be declared by a Federal or State Court of competent and final jurisdiction in the premises to be unlawful, invalid, ineffective or unenforceable, said Article, part or paragraph shall not affect the validity and enforceability of any other Article, part or paragraph hereof, and the remainder of this Agreement shall continue in full force and effect.

ARTICLE XVIII
WORK ENVIRONMENT COMMITTEE

The Employer and the Union shall establish a Work Environment Committee, which shall include one full-time and one part-time employee representative from each store, appointed by the Union, and one Union official. The Employer shall appoint at least one representative to the Committee. Meetings may be held every three months, or by mutual agreement more frequently, and may be comprised of representatives from several stores. Time and place to be established by mutual agreement. Agenda shall be prepared seventy-two (72) hours prior to the meeting.

The purpose of the Committee is to improve working conditions, productivity, morale and Employer/employee relations. Specific guidelines for these meetings shall be formulated by the Committee.

The Working Environment Committee will not become involved in disputes covered under the Grievance and Arbitration Procedure and will not conflict with any terms or conditions of this Collective Bargaining Agreement and will not reduce any rights or privileges of the employee or Employer.

Topics for discussion shall include but not be limited to

- a. Establishment of full-time jobs.
- b. Implementation and use of new classifications.
- c. Productivity Standards.

ARTICLE XIX
DURATION OF AGREEMENT

SECTION 1:

This Agreement shall be effective from June 25, 1989 to and including June 19, 1993 and shall continue from year to year after June 19, 1993, unless either party serves notice in writing, on or before sixty (60) days prior to the expiration date, of a desire either for changes in or termination of the Agreement.

SECTION 2:

In the event either party serves such notice in respect to changes in the Agreement, it is mutually agreed the Employer and the Union will immediately begin negotiations promptly. Pending the outcome of such negotiations, this Agreement shall continue in full force and effect beyond the expiration date subject, however, to the right of either party to terminate the entire Agreement upon at least seven (7) days prior written notice to the other party.

SECTION 3:

Any agreement reached shall be retroactive to the expiration date of this Agreement providing there has been no strike by the Union or lockout by the Company.

SIGNED THIS _____ day of _____, 1989,
by the duly authorized representatives hereto.

FOR THE COMPANY:

William Pfeiffer

Maryellen Francke

Paul Bedwick

Donna Coleman

FOR THE UNION:

Ronald T. Brooks

Thomas Lazur

Robert Lubreski

Ralph Carlacci

Charles Welch

WILKES-BARRE EMPLOYEES LOCAL 72

Carol Backes

Gary Kimble

Robert Smith

George Bergmaier

Ken Taft

WILKES-BARRE EMPLOYEES LOCAL 72

EXHIBIT A
WAGES INCREASES

During the term of this Agreement the following across-the-board increases will apply to employees on the payroll as of June 25, 1989.

6-25-89	6-24-90	12-23-90	6-23-91	12-22-91	6-21-92	12-21-92
-----	-----	-----	-----	-----	-----	-----
Department Heads and Full-Time I Employees						
\$.40	\$.15	\$.15	\$.15	\$.15	\$.20	\$.20
Part-Time Journeyman Clerks at Top of their Progression Scale*						
\$.20	\$ -	\$.15	\$ -0-	\$.15	\$.10	\$.10

*On June 24, 1990 and June 23, 1991, these employees will receive \$225.00 bonus payment.

WILKES-BARRE EMPLOYEES LOCAL 72

LOCAL 72
EXHIBIT A-I
WAGES

Following minimum wage scales will be effective for the term of this Agreement:

	6-25-89	6-24-90	12-23-90	6-23-91	12-22-91	6-21-92	12-21-92
<hr/>							
First Grocery Clerk-Hired or promoted after June 22, 1986							
Total Store Volume							
Up to \$50,000	\$ 9.972	\$10.122	\$10.272	\$10.422	\$10.572	\$10.772	\$10.972
50,000-75,000	\$10.056	\$10.206	\$10.356	\$10.506	\$10.656	\$10.856	\$11.056
75,000-100,000	\$10.146	\$10.296	\$10.446	\$10.596	\$10.746	\$10.946	\$11.146
Over \$100,000	\$10.221	\$10.371	\$10.521	\$10.671	\$10.821	\$11.021	\$11.221
<hr/>							
First Produce Clerk-Hired or promoted after June 22, 1986							
Total Produce Volume							
Up to \$5,000	\$ 9.919	\$10.069	\$10.219	\$10.369	\$10.519	\$10.719	\$10.919
\$5,000-10,000	\$10.004	\$10.154	\$10.304	\$10.454	\$10.604	\$10.804	\$11.004
10,000-15,000	\$10.088	\$10.238	\$10.388	\$10.538	\$10.688	\$10.888	\$11.088
Over \$15,000	\$10.163	\$10.313	\$10.463	\$10.613	\$10.763	\$10.963	\$11.163
<hr/>							
Head Meatcutter-Hired or promoted after June 22, 1986							
Total Meat Volume							
Up to \$15,000	\$10.582	\$10.732	\$10.882	\$11.032	\$11.182	\$11.382	\$11.582
15,000-20,000	\$10.666	\$10.816	\$10.966	\$11.116	\$11.266	\$11.466	\$11.666
20,000-30,000	\$10.75	\$10.90	\$11.05	\$11.20	\$11.35	\$11.55	\$11.75
30,000-40,000	\$10.835	\$10.985	\$11.135	\$11.285	\$11.435	\$11.635	\$11.835
Over \$40,000	\$10.91	\$11.06	\$11.21	\$11.36	\$11.51	\$11.71	\$11.91
<hr/>							
First Cutter-In Markets with Meat Volume over \$30,000							
	\$10.154	\$10.154	\$10.304	\$10.454	\$10.604	\$10.804	\$11.004
<hr/>							
Journeyman Meatcutter							
Full-Time	\$ 9.93	\$10.08	\$10.23	\$10.38	\$10.53	\$10.73	\$10.93
Part-Time	\$ 9.93	\$10.08	\$10.23	\$10.38	\$10.53	\$10.73	\$10.93
<hr/>							
Apprentice Meatcutter							
1st 6 Mos.	\$ 6.90	\$ 7.05	\$ 7.20	\$ 7.35	\$ 7.50	\$ 7.70	\$ 7.90
2nd 6 Mos.	\$ 7.40	\$ 7.55	\$ 7.70	\$ 7.85	\$ 8.00	\$ 8.20	\$ 8.40
3rd 6 Mos.	\$ 7.90	\$ 8.05	\$ 8.20	\$ 8.35	\$ 8.50	\$ 8.70	\$ 8.90
4th 6 Mos.	\$ 8.40	\$ 8.55	\$ 8.70	\$ 8.85	\$ 9.00	\$ 9.20	\$ 9.40
Thereafter Journeyman Rate							
<hr/>							
Full-Time Journeyman Clerk/Weigher-Wrapper on Payroll before June 22, 1986							
Top Rate	\$ 9.19	\$ 9.34	\$ 9.49	\$ 9.65	\$ 9.79	\$ 9.99	\$10.19

WILKES-BARRE EMPLOYEES LOCAL 72

Full-Time Journeyman Clerk/Weigher-Wrapper Hired or Promoted after June 22, 1986

	6-25-89	12-24-89	6-24-90	12-23-90	6-23-91	12-22-91	6-21-92	12-21-92
Start	\$6.00	\$6.00	\$6.15	\$6.15	\$6.30	\$6.30	\$6.45	\$6.60
6 Mos.	6.30	6.30	6.38	6.38	6.61	6.61	6.79	6.96
12 Mos.	6.50	6.60	6.61	6.61	6.92	6.92	7.13	7.32
18 Mos.	6.60	6.68	6.84	6.84	7.23	7.23	7.47	7.68
24 Mos.	6.72	6.90	7.07	7.07	7.54	7.54	7.81	8.04
30 Mos.	6.80	7.05	7.30	7.30	7.85	7.85	8.15	8.40
36 Mos.	7.08	7.30	7.53	7.53	8.16	8.16	8.49	8.76
42 Mos.	7.37	7.47	7.77	8.07	8.32	8.57	8.87	9.17

Part-Time Journeyman Clerk/Weigher-Wrapper on Payroll before June 22, 1986

Top								
Rate	7.177		7.177	7.327	7.327	7.477	7.577	7.677

Part-Time Journeyman Clerk/Weigher-Wrapper after June 22, 1986

Start	\$4.20	\$4.30		\$4.40		\$4.50	\$4.55	\$4.60
6 Mos.	4.47	4.57		4.67		4.77	4.84	4.90
12 Mos.	4.74	4.84		4.94		5.04	5.13	5.20
18 Mos.	5.01	5.11		5.21		5.31	5.42	5.50
24 Mos.	5.28	5.38		5.48		5.58	5.71	5.80
30 Mos.	5.55	5.65		5.75		5.85	6.00	6.10
36 Mos.	5.82	5.92		6.02		6.12	6.24	6.40
42 Mos.	6.20	6.20		6.35		6.50	6.60	6.70

General Clerk

30 Days	\$3.85*		\$4.00*		\$4.20*		\$4.25*	
31 Days-								
12 Mos.	4.00		4.15		4.30		4.45	
12-24								
Mos.	4.15		4.30		4.50		4.60	
24-36								
Mos.	4.25		4.40		4.60		4.75	
There-								
After	4.60		4.75		4.85		5.00	

SERVICE CLERK

\$3.85*		\$4.00*		\$4.20*		\$4.25*	
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* These rates to be \$.15 over minimum wage or progression rate
whichever is the greater.

WILKES-BARRE EMPLOYEES LOCAL 72

CREDIT FOR WAGE RATES

1. Employees upgraded to a higher classification shall not suffer a reduction in pay as a result of such upgrading.
2. Part-Time employees who are upgraded to Full-Time II classification shall be given credit for their former part-time service on the basis that two months of part-time work will be equivalent to one (1) month full-time employment for calculating rates of pay on the wage scale.
3. General Clerk employees who are upgraded to the Part-Time Journeyman Clerk/Weigher-Wrapper Classification shall be given credit for their former General Clerk service on the basis that two months of General Clerk service will be equivalent to one (1) month part-time service for calculating rates of pay on the wage scales.
4. Employees promoted from Service Clerk to any classification will receive credit for all time said employees has worked with the Company for calculating rates of pay on the wage scales.

EXHIBIT A
SECTION C
CONDITIONS, PREMIUMS AND DIFFERENTIALS

1. NIGHT SHIFT DIFFERENTIAL (in accordance with Article III, Section 8):
(a) Fifty-cents (\$.50) per hour.
2. Employee in charge of night shift composed of three or more employees (self included) shall receive a premium of \$15.00 per week.
3. Replacements for Store Supervisors shall receive a four dollar (\$4.00) per day premium for each day of such replacements up to a total of three (3) days. Should the replacement for Store Supervisor go beyond three (3) days, the premium for such replacement shall be \$200.00 per week above the weekly rate of pay of the employee that has replaced the Store Supervisor. The Store Supervisor Replacement premium is payable for replacement during the Store Supervisors normal day off and during his regularly scheduled hours if such replacement is for four (4) or more hours.
4. Replacements for Head Meat Cutters shall receive a three dollar (\$3.00) per day premium for each day of such replacement up to a total of three (3) days.
5. In order for paragraphs 3 and 4 above to apply, replacement must be for four (4) hours or more each day.
6. A First Grocery Clerk who regularly and continuously replace a Store Supervisor one day per week and receives a premium for that day shall receive the premium in his vacation pay.
7. A First Meat Cutter who regularly and continuously replaces a Head Meat Cutter one day per week and receives a premium for that day shall receive the premium in his vacation pay.
8. Employees in charge of store from 6:00 p.m. to store closing on evenings when neither Store Supervisor, Manager-in-Training or First Grocery Clerk is on duty shall receive a premium of three dollars (\$3.00) for each such period actually in charge.
9. Replacements for Head Meat Cutter, First Grocery Clerk, First Produce Clerk and First Meat Cutter shall receive the rate of the employee replaced after the third (3rd) day of such replacement retroactive to the first (1st) day of replacement. Replacements for Store Supervisor shall receive the replacement rate shown in Section C(4) above. In the case of Store Supervisor, Head Meat Cutter and Man in Charge of store after 6:00 p.m. premiums in paragraphs 3,4 and 8 above shall not be superimposed upon replacement pay.
10. In stores having an average gross volume of \$60,000 per week or more, a Head Cashier and a Dairy Department Head shall be appointed

WILKES-BARRE EMPLOYEES LOCAL 72

who shall receive a seven dollar (\$7.00) per week premium over individual base rate. The selection, promotion, demotion and transfer of employees in these categories and the deletion from or adding to the list of markets using such employees shall be subject to joint discussion between the Employer and the Union, but the final decision shall be the prerogative of the Employer. Effective June 21, 1980, employees assigned as Head Cashiers in stores with an average gross volume of \$60,000.00 or less will be red-circled in that store and the classification will be eliminated in those stores through attrition.

11. In stores whose meat departments have an average gross volume of \$12,000.00 per week or more, a Service Deli Department Head shall be appointed who shall receive a seven dollar (\$7.00) per week premium over individual base rate. The selection, promotion, and transfer of employees in these categories and the deletion from or adding to the list of markets using such employees shall be subject to joint discussion between the Employer and the Union, but the final decision shall be the prerogative of the Employer.
12. All volume figures quoted above are on a six (6) months average weekly basis.
13. In stores that have a "Bake Off" or defined as an "In-Store" Bakery, the Company shall appoint a Bakery Head who shall receive a seven dollar (\$7.00) per week premium over individual base rate. The selection, promotion, and transfer of employees in these categories and the deletion from or adding to the list of markets using such employees shall be subject to joint discussion between the Employer and the Union, but the final decision shall be the prerogative of the Employer.

WILKES-BARRE EMPLOYEES LOCAL 72

June 22, 1986

Mr. Ronald Brooks, President
United Food and Commercial Workers
Union Local No. 72
268 Pierce Street
Kingston, Pa. 18704

Dear Mr. Books:

As a result of negotiations which led to our June 22, 1986 through June 24, 1989 Collective Bargaining Agreement, the following understandings were agreed to:

1. It was agreed that Sunday will be part of the work week for employees upgraded to Full Time II status after June 22, 1986.
2. Parties agree as a result of the elimination of the provision for 50% part time employees to be scheduled and the establishment of the Full Time II classification present full time employees on the Sunday rotation list will not lose opportunity for Sunday work; parties agree the number of full time employees assigned to work Sunday in each store will not be changed.
3. Holiday weeks will not be excluded for the selection of personal holidays and vacations. There will be a limited number of employees in each store who are permitted to schedule personal holidays and vacations during these weeks.
4. Parties agree that as a result of the signing of this agreement that regular part time employees will be reinstated to full time positions. These employees may have to be transferred to another store within his/her marketing area in order to obtain a full time position.

It was also agreed that if these employees do not accept a full time position they will continue to be eligible to receive all full time benefits.

Mr. Brooks, UFCW Local 72

6-22-86

Page 2

5. During the term of this Agreement the Employer agrees to offer the opportunity for full time employment to one hundred (100) employees. These employees will be subject to the terms and conditions noted for full time II employees.
6. Parties agree as a result of the implementation of new classifications, working conditions for employees on payroll June 22, 1986 will not be adversely affected.

Sincerely,

Maryellen Francke
Manager Labor Relations

JFM/gb

Countersigned this _____ day of _____ 1986

UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL NO. 72

June 22, 1986

Mr. Ronald Brooks, President
United Food and Commercial Workers
Union Local No. 72
268 Pierce Street
Kingston, Pa. 18704

Dear Mr. Brooks:

The following reflects the manner in which grievances should be processed:

TERMINATION OR SUSPENSIONS:

STEP ONE:

The Steward and Store Supervisor discuss problems immediately. If no resolution, a meeting between the Business Representative of the Union and the Store Supervisor within 24 hours. If the matter is not settled,

STEP TWO:

The Grievance will be reduced to writing and it will be the intent of the parties to hold a meeting between the Personnel Director and the Business Representative within one week from the date of termination or suspension. The Personnel Director will render a decision no later than one week after this meeting. If the matter is not settled,

STEP THREE:

It will be the intent of the parties to hold a meeting between the Personnel Director, the Business Representative, the grievant and any other witnesses as may be deemed necessary by either party, no later than one week after the decision in Step 2 has been rendered. The Personnel Director will give the Union a decision within 48 hours after the day of the meeting. If the matter is not settled,

STEP FOUR:

It will be the intent of the parties to hold a meeting between the Company's Labor Relations Officials and the appropriate Union Representatives not later than one week after the decision in Step 3 has been rendered. The Company will have one week from the date of this meeting to render a final decision. If the matter is not settled, the matter will be submitted to arbitration immediately.

Mr. Brooks, UFCW Local 72
6-22-86
Page 2

GRIEVANCES OTHER THAN SUSPENSIONS OR TERMINATIONS:

STEP ONE:

A meeting between the Store Supervisor and the Steward. If the matter is not settled,

STEP TWO:

A meeting between the Store Supervisor, the Steward and the Business Representative of the Union within 48 hours. If the matter is not settled,

STEP THREE:

The grievance will be written and it is intended that a meeting will be held between the District Manager, Union Representative and any witnesses deemed necessary by either party within ten (10) days after the meeting in Step 2. The District Manager will render a decision within one week in writing. If the matter is not settled,

STEP FOUR:

It will be the intent of the parties to hold a meeting between the Personnel Director and Union Representative and any witnesses deemed necessary by either party within one week of the decision in Step 3. The Personnel Director will have one week from the date of the meeting to render a decision. If the matter is not settled,

STEP FIVE:

It will be the intent of the parties to hold a meeting between the Company's Labor Relations Officials and the appropriate Union Officials within one week after the decision in Step 4. The Company will render a final decision no later than one week after this meeting. If the matter is not settled,

Mr. Brooks, UFCW Local 72
6-22-86
Page 3

To arbitration.

In the event of an extenuating circumstance, the time limits may be extended by mutual agreement between the parties.

The above is a method of expediting the grievance procedure outlined in the Labor Agreement between United Food and Commercial Workers Union, Local 72 and Acme Markets, Inc., and in no way is it intended to change or abridge the existing grievance procedure contained in the above-mentioned Labor Agreement.

Sincerely,

Maryellen Francke
Manager, Labor Relations

JFM/gb

Countersigned this _____ day of _____ 1986

UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL NO. 72

WILKES BARRE EMPLOYEES LOCAL 72

EXHIBIT A-I
WAGES

FOLLOWING MINIMUM WAGE SCALES WILL BE EFFECTIVE FOR THE TERM OF THIS AGREEMENT:

	6-25-89 -----	6-24-90 -----	12-23-90 -----	6-23-91 -----	12-22-91 -----	6-21-92 -----	12-21-92 -----
FIRST GROCERY CLERK - HIRED OR PROMOTED AFTER JUNE 22, 1986							
TOTAL STORE VOLUME							
Up to \$50,000	\$ 9.972	\$10.122	\$10.272	\$10.422	\$10.572	\$10.772	\$10.972
50,000- 75,000	10.056	10.206	10.356	10.506	10.656	10.856	11.056
75,000-100,000	10.146	10.296	10.446	10.596	10.746	10.946	11.146
Over \$100,000	10.221	10.371	10.521	10.671	10.821	11.021	11.221
FIRST PRODUCE CLERK - HIRED OR PROMOTED AFTER JUNE 22, 1986							
TOTAL PRODUCE VOLUME							
Up to \$ 5,000	\$ 9.919	\$10.069	\$10.219	\$10.369	\$10.519	\$10.719	\$10.919
5,000-10,000	10.004	10.154	10.304	10.454	10.604	10.804	11.004
10,000-15,000	10.088	10.238	10.388	10.538	10.688	10.888	11.088
Over \$15,000	10.163	10.313	10.463	10.613	10.763	10.963	11.163
HEAD MEAT CUTTER - HIRED OR PROMOTED AFTER JUNE 22, 1986							
TOTAL MEAT VOLUME							
Up to \$15,000	\$10.582	\$10.732	\$10.882	\$11.032	\$11.182	\$11.382	\$11.582
15,000-20,000	10.666	10.816	10.966	11.116	11.266	11.466	11.666
20,000-30,000	10.75	10.90	11.05	11.20	11.35	11.55	11.75
30,000-40,000	10.835	10.985	11.135	11.285	11.435	11.635	11.835
Over \$40,000	10.91	11.06	11.21	11.36	11.51	11.71	11.91
FIRST CUTTER -							
Over \$30,000	10.004	10.154	10.304	10.454	10.604	10.804	11.004
JOURNEYMAN MEAT CUTTER							
Full Time	9.93	10.08	10.23	10.38	10.53	10.73	10.93
Part Time	9.93	10.08	10.23	10.38	10.53	10.73	10.93

EXHIBIT A-I - WAGES (cont'd)

APPRENTICE MEAT CUTTER

1st 6 Mos.	6.90	7.05	7.20	7.35	7.50	7.70	7.90
2nd 6 Mos.	7.40	7.55	7.70	7.85	8.00	8.20	8.40
3rd 6 Mos.	7.90	8.05	8.20	8.35	8.50	8.70	8.90
4th 6 Mos.	8.40	8.55	8.70	8.85	9.00	9.20	9.40
THEREAFTER	JOURNEYMAN RATE						

FULL TIME JOURNEYMAN CLERK/WEIGHER-WRAPPER ON PAYROLL BEFORE JUNE 22, 1986

1st 6 Mos.	7.868	8.018	8.168	8.318	8.468	8.668	8.868
2nd 6 Mos.	8.104	8.254	8.404	8.554	8.704	8.904	9.104
3rd 6 Mos.	8.489	8.639	8.789	8.939	9.089	9.289	9.489
4th 6 Mos.	8.715	8.865	9.015	9.165	9.315	9.515	9.715
5th 6 Mos.	8.941	9.091	9.241	9.391	9.541	9.741	9.941
6th 6 Mos.	9.21	9.36	9.51	9.66	9.81	10.01	10.21

FULL TIME JOURNEYMAN CLERK/WEIGHER-WRAPPER HIRED OR PROMOTED AFTER JUNE 22, 1986

	6-25-89	12-24-89	6-24-90	12-23-90	6-23-91	12-22-91	6-21-92	12-21-92
	-----	-----	-----	-----	-----	-----	-----	-----
Start	\$ 6.00	\$ 6.00	\$ 6.15	\$ 6.15	\$ 6.30	\$ 6.30	\$ 6.45	\$ 6.60
After 6 Mos.	6.30	6.30	6.38	6.38	6.61	6.61	6.79	6.96
After 12 Mos.	6.50	6.60	6.61	6.61	6.92	6.92	7.13	7.32
After 18 Mos.	6.60	6.68	6.84	6.84	7.23	7.23	7.47	7.68
After 24 Mos.	6.72	6.90	7.07	7.07	7.54	7.54	7.81	8.04
After 30 Mos.	6.80	7.05	7.30	7.30	7.85	7.85	8.15	8.40
After 36 Mos.	7.08	7.30	7.53	7.53	8.16	8.16	8.49	8.76
After 42 Mos.	7.37	7.47	7.77	8.07	8.32	8.57	8.87	9.17

PART TIME JOURNEYMAN CLERK/WEIGHER-WRAPPER ON PAYROLL BEFORE JUNE 22, 1986

	6-25-89	6-24-90	12-23-90	6-23-91	12-22-91	6-21-92	12-21-92
	-----	-----	-----	-----	-----	-----	-----
TOP RATE	\$ 7.177	\$ 7.177	\$ 7.327	\$ 7.327	\$ 7.477	\$ 7.577	\$ 7.677

PART TIME JOURNEYMAN CLERK/WEIGHER-WRAPPER HIRED OR PROMOTED AFTER JUNE 22, 1986

	6-25-89	12-24-89	12-23-90	12-22-91	6-21-92	12-21-92
	-----	-----	-----	-----	-----	-----
Start	\$ 4.20	\$ 4.30	\$ 4.40	\$ 4.50	\$ 4.55	\$ 4.60
After 6 Mos.	4.47	4.57	4.67	4.77	4.84	4.90
After 12 Mos.	4.74	4.84	4.94	5.04	5.13	5.20
After 18 Mos.	5.01	5.11	5.21	5.31	5.42	5.50
After 24 Mos.	5.28	5.38	5.48	5.58	5.71	5.80
After 30 Mos.	5.55	5.65	5.75	5.85	6.00	6.10
After 36 Mos.	5.82	5.92	6.02	6.12	6.24	6.40
After 42 Mos.	6.20	6.20	6.35	6.50	6.60	6.70

EXHIBIT A-I WAGES (cont'd.)

	6-25-89 -----	6-24-90 -----	6-23-91 -----	6-21-92 -----
GENERAL CLERK				
30 Days*	\$ 3.85	\$ 4.00	\$ 4.20	\$ 4.25
31 Days - 12 Mos.	4.00	4.15	4.30	4.45
12 Mos - 24 Mos.	4.15	4.30	4.50	4.60
24 Mos - 36 Mos.	4.25	4.40	4.60	4.75
Thereafter	4.60	4.75	4.85	5.00
 SERVICE CLERK				
*	3.85	4.00	4.20	4.25

*THESE RATES TO BE \$.15 OVER MINIMUM WAGE OR PROGRESSION RATE WHICHEVER IS THE GREATER

WILKES BARRE EMPLOYEES LOCAL 72

EXHIBIT A
WAGE INCREASES

DURING THE TERM OF THIS AGREEMENT THE FOLLOWING ACROSS-THE-BOARD INCREASES WILL APPLY TO EMPLOYEES
ON THE PAYROLL AS OF JUNE 25, 1989:

	6-25-89 -----	6-24-90 -----	12-23-90 -----	6-23-91 -----	12-22-91 -----	6-21-92 -----	12-21-92 -----
DEPARTMENT HEADS							
FULL TIME I	\$.40	\$.15	\$.15	\$.15	\$.15	\$.20	\$.20
PART TIME -- AT TOP OF PROGRESSION	\$.20	"	\$.15	"	\$.15	\$.10	\$.20

HOW JUNE 24, 1989 and JUNE 23, 1991, THESE EMPLOYEES WILL RECEIVE \$225.00 BONUS PAYMENT



UFCW LOCAL NO 72
182 N. PENNSYLVANIA AVE.
WILKES-BARRE, PA 18701-3693

(717) 824-7272



6178-0086174F027-03